

### **Motor Coach Contract Specifications**

### **Contact Information**

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#### **Statement of Procurement Need:**

The Tennessee School for the Blind (TSB) is seeking safe and reliable transportation of students during travel events both intrastate and interstate. Travel is conducted by the use of motor coach buses, depending on the nature of the travel event. The term of the contract will be three (3) years with two (2) options to renew.

Examples of potential travel events are: weekly home going or return trips, one-day athletic events, extended overnight athletic events, one-day field trips, extended overnight field trips, and other events that would meet similar needs of school function events.

Travel dates are established at the beginning of the year for most events throughout the school year (i.e., August-May). On occasion, travel dates may be revised in special situations such as inclement weather or other unforeseen circumstances. These emergency situations are unpredictable and require immediate cooperation between the Contractor and TSB to safely transport students prior to the arrival of inclement weather.

Additionally, some events may present themselves throughout the year in which additional travel needs will need to be accommodated. Additional scheduled events or alterations in the original schedule are established by the TSB administration.

Motor coaches and drivers must meet all Federal Motor Carrier Safety Administration regulations and licensure requirements for intrastate and interstate commerce travel. Additionally, all motor coaches and their drivers must meet all applicable regulations defined in Tennessee Code Annotated (T.C.A.) Titles 49 and 55 and State Board Rules Chapter 0520-01-05 and 0520-01-09, including requirements for the operation, upkeep, and safety of operable motor coaches, as well as maximum acceptable years of service of



coaches. The Contractor shall not permit coaches and drivers that do not meet these regulations or do not meet the specifications to perform under this Contract.

The Contractor shall bear all expenses associated with the purchase, operation, and maintenance of equipment and supplies.

# A. General Requirements

- 1. The Contractor, its employees, and subcontractors shall comply with all TSB policies and procedures which can be found here: https://www.tsbtigers.org/apps/pages/school-policies...
- 2. The Contractor, its employees, and subcontractors shall conduct themselves in a positive, appropriate, and professional manner while providing services pursuant to this Contract.
- 3. The TSB Transportation Coordinator will advise the Contractor telephonically within 48 hours of any changes in a scheduled trip which must be confirmed by email, text, and/or letter on the same date, by the Contractor.
- 4. The Contractor shall not provide motor coaches that do not have the number of seats specified for a particular event. Notice for number of seats needed will be given at least ten (10) days in advance of the scheduled event.
- 5. Communication devices such as two-way radios or cell phones must be on all motor coaches at all times, at no additional cost to TSB.
- 6. In the event of a motor coach breakdown:
  - The Contractor must provide back-up emergency transportation as quickly as possible (defined as reasonable driving time from the Contractor's terminal to the breakdown location).
  - o The backup transportation must be an unoccupied coach. It is not acceptable to use an occupied coach due to overcrowding.
  - The Contractor will not be reimbursed for the trip if the specifications in this section are not met.
  - The Contractor assumes responsibility for all expenses in excess of the bid rate in a breakdown circumstance.
- 7. The Contractor shall provide a 24 hour emergency telephone number for use in the event of a problem or changes.
- 8. A motor coach that transports students to/from home must have a safety complaint phone number on the rear bumper and the school shall follow the protocol for addressing the safety concerns/complaints as outlined in T.C.A. § 49-6-2116.



- 9. When the Contractor, its employees, or subcontractors have allegedly been involved civil or criminal charges, sexual harassment, or failure to meet obligations or performance standards defined in this Contract, the Contractor shall immediately inform the director of schools or designee following knowledge of such charges. The individual with the charges shall be removed from services until the charges have been resolved or dismissed to the satisfaction of the TSB.
- 10. The Contractor shall thoroughly clean each motor coach after each trip, to include emptying of trash, sweeping of floors, and sanitization of surfaces (including bathroom).

## **B.** Vehicle Requirements

- 1. Motor coach must have functional air conditioning and heating systems at all times.
- 2. Motor coach shall consist of a minimum of 46 seats per coach.
- 3. Motor coaches must have at least one functioning restroom facility. See the Restroom Facilities section listed below.
- 4. Motor coaches must have cabin storage, as well as luggage storage below the motor coach. See Luggage Compartments section below.
- 5. Motor coaches and school must meet state and federal safety regulations outlined in Safety and Security section below.
- 6. Motor coaches must be equipped with a minimum of three televisions with closed caption and a minimum of one DVD player. Televisions are expected to be functional during all trips.

### **C.** Driver Requirements

- 1. The Contractor shall require all drivers to maintain logs as mandated by the Federal Motor Carrier Safety Administration and provide to TSB upon request.
- 2. The Contractor shall require all drivers meet all state and federal laws and applicable regulations according to the Federal Motor Carrier Book (<a href="https://www.fmcsa.dot.gov">https://www.fmcsa.dot.gov</a>).
- 3. TSB reserves the right to request replacement of any driver deemed unsuitable for safety or performance reasons, or otherwise at the discretion of the State. All replacement drivers must meet the requirements set forth in this section, C. Driver Requirements. Replacement driver must be dispatched immediately.
- 4. The Contractor shall obtain and retain records pertaining to each driver's qualifications and credentials relative to driving motor coaches that are required by state and federal laws for the duration of this Contract at no cost to the State.



The Contractor shall provide these records to TSB upon request. At a minimum the records shall include:

- a. Verification that driver meets minimum age requirements (at least 25 years of age);
- b. Minimum of two (2) customer references for driving services;
- c. Satisfactory background check (as detailed below in section D. Background Checks);
- d. Driver's motor vehicle report (MVR);
- e. Verification that driver meets licensure and endorsement requirements;
- f. Pre-employment drug screening;
- g. Federal Department of Transportation (DOT) Medical cards;
- h. A list of driver's qualifications and a Department of Safety survey of drivers' driving records;
- Driver compliance with the federal motor carrier safety regulations, DOT Federal Motor Carrier Safety Administration part 395.
   https://www.ecfr.gov/cgi-bin/text-idx?SID=0f917b8505cc65630f2e4c4903397508&mc=true&node=pt49.5.395
   &rgn=div5#se49.5.395 11;
- j. Drivers' logs for the current day and the prior seven consecutive days;
- k. Entry level driver training completion form, found here:
  <a href="https://csa.fmcsa.dot.gov/safetyplanner/documents/Forms/Entry-Level%20Training%20Certificate">https://csa.fmcsa.dot.gov/safetyplanner/documents/Forms/Entry-Level%20Training%20Certificate</a> 508.pdf; and
- I. Other compliance documentation requested by State officials as the result of monitoring.

# D. Background Checks

The Contractor must ensure that all drivers provided under the Contract have a satisfactory background check prior to being assigned for service at TSB. This includes an FBI and TBI check, in accordance with T.C.A. § 49-5-413(d) (1) (A). A satisfactory background check for the purposes of this Contract means the check has no indications for offenses as outlined in T.C.A. § 49-5-413(d)(3). Clearance letters from the TBI for each driver will be required prior to the first date of service, and TSB reserves the right to request documentation of background checks at any time. The Contractor shall be solely responsible for all costs associated with the background check.

#### E. Restroom Facilities



- 1. Must be stocked with toilet tissue, paper towels, sanitary disposal bags, and soap at all times.
- 2. Both toilet and sink must properly function at all times.
- 3. Must have means to contain waste on each vehicle.
- 4. The Contractor shall ensure that waste is never released onto streets or highways during trips.
- 5. Must be clean and sterile with no odor, with the exception of disinfectant.

  Must have means to dispose of waste in accordance with any and all federal, state, and local laws and regulations when TSB is not in use of the coaches.

# F. Luggage Compartments

- 1. Overhead luggage compartments must be clear and available for use on motor coaches.
- 2. Under coach, luggage compartments must be available to store luggage and must have adequate doors to secure luggage.

### **G.** Passenger Compartment

- 1. Must be clean with no oil, grease, or fuel stains on carpet, seats, or other fabrics.
- 2. Must remain free of any protruding sharp or pointed edges.
- 3. All emergency exits must be clearly and properly marked.
- 4. Passenger seating area must be equipped with clean, properly padded seats, and cushions not ripped.
- 5. Vehicles must not have ever been smoked in and must remain smoke free.

#### H. Travel Schedule

- 1. Motor coaches must be on the TSB campus at least 45 minutes prior to scheduled departure times.
- 2. The TSB reserves the right to cancel any or all trips by notifying the Contractor within 24 hours upon determination of non-requirement of services with no charges to the TSB. The Contractor will be notified by the Transportation Coordinator or another authorized TSB representative telephonically which must be confirmed by email, text, and/or letter on the same date, by the Contractor.
- 3. The TSB reserves the right to change any or all dates, times and/or destinations with no charge to the State by giving the Contractor 48 hours advance notice. In any and all such cases, the Transportation Coordinator will act as the agent of the TSB. The Contractor will be notified telephonically which must be confirmed by email, text, and/or letter on the same date, by the Contractor.



- 4. The Contractor shall be responsible for notifying the Transportation Coordinator immediately if a coachis behind schedule.
- 5. All athletic travel dates will be confirmed at the beginning of the school year, no later than August 10.
- 6. All home going and return dates will be confirmed at the beginning of the school year, no later than August 10. Under certain circumstances, the Transportation Coordinator may alter and adjust dates based on the determination of needs at TSB or weather conditions.
- 7. Trips may include use of the motor coach during the stay at the destination, to transport students from rooming location(s) to tourist activities and restaurants etc.
- 8. Trips may include use of the motor coach to transport students one time within a 100 mile radius to any area site of interest during the trip. Schedule will be mailed and/or emailed to Contractor in July before the start of the school year.
- 9. Trips include up to twelve (12) drop points. A list of drop points and schedules will be given to the Contractor no later than August 10. TSB staff decides when the coach is to depart to the drop points.
- 10. Trips may include meal stops as determined by the TSB staff.
- 11. During home going trips, the Contractor will bring TSB chaperones back to TSB after the students have been dropped off at designated drop points. During return trips, the Contractor shall pick up TSB chaperones at TSB prior to traveling to pick up the students.
- 12. During summer camp enrichment program, transportation may be requested based on the student enrollment transportation needs.

#### I. Evacuation Drills

- 1. The purpose of the evacuation drills is to prepare students and staff, who will act as chaperones, to evacuate in case of an emergency situation.
- 2. One evacuation drill will be held in the fall and one in the spring of each school year. Dates to be determined by TSB and the Contractor.

  The Contractor shall provide one motor coach and driving instructor.
- 3. The Contractor shall ensure the driving instructors have passed training in evacuation drills as part of their licensure requirements to drive the coach.
  - a. All students shall participate in each evacuation drill on both the motor coach.
  - b. Students may be divided into three separate groups.
  - c. Each group will take forty to forty-five (40-45) minutes on coaches . The process normally takes about six (6) hours from beginning to end.



### J. Safety and Security

- 1. No passengers will be allowed on any motor coach except TSB students, staff, and persons approved by the TSB Director of Schools or TSB Transportation Coordinator.
- 2. All motor coaches used must be equipped with emergency equipment, including a first aid kit and body fluid clean-up kit that complies with Tennessee Minimum School Bus Standards.
- 3. The Contractor shall provide the TSB with maps (electronic or hard copy is acceptable) that clearly mark the exact route for each trip. The maps shall be provided two weeks prior to the scheduled trip.
- 4. The Contractor, its employed driver, or subcontracted driver shall inform the TSB Charter Bus Supervisor, Director of Residential Services, and Director of Schools by text message immediately following the occurrence of any accident or incident involving a motor coach while providing service to TSB in any capacity. The Contractor shall inform the TSB Transportation Coordinator of any and all moving violations by any driver that occur during the term of the contract while providing service to TSB or otherwise.
- 5. The Contractor agrees to inform the TSB Transportation Coordinator and TSB Director of Schools of any instances of student-on-student bullying, harassment, or intimidation, or discrimination that occurs on the coach, as defined in TSB policy. If the Contractor fails to inform TSB of an instance of student-on-student bullying, harassment, intimidation, or discrimination the Contractor knew about, or should have known about, the Contractor agrees to indemnify and defend the TSB and its agents and employees from any costs, losses, damages or judgements rendered against TSB for such student-on-student bullying, harassment, intimidation, or discrimination. The Contractor is deemed to have known about student-on-student bullying, harassment, intimidation, or discrimination if the Contractor, its employees, or subcontractors observed such student-on-student bullying, harassment, intimidation, or discrimation.
  - Bullying, harassment, or intimidation is an act that substantially interferes with a student's educational benefits, opportunities or performance, and has the effect of:
    - Physically harming a student or damaging a student's property;
    - Knowingly placing the student or students in reasonable fear of physical harm to the student or damage to the student's property;
    - Causing emotional distress to a student or students; or



Creating a hostile educational environment.

Bullying, harassment, or intimidation may also be unwelcome conduct based on a protected class (race, nationality, origin, color, sex, gender, disability, or religion) that is severe, pervasive, or persistent and creates a hostile environment.

b. Discrimination is conduct that deprives a student of the benefit of an educational opportunity on the basis of race, color, national origin, sex, gender, or disability.

## **K. Maintenance and Repairs**

- 1. The Contractor shall provide a written management plan that describes how the Contractor will accomplish repairs, replacements, and/or emergency transportation to meet the requirements of this Contract. This plan shall be provided to the Transportation Coordinator within two weeks of the Contract being awarded, and annually thereafter.
- 2. The Contractor shall provide maintenance for all motor coaches used under this Contract to maintain a fully functional fleet that meet the specifications of this Contract.
- 3. The Contractor shall maintain maintenance records of all vehicles used in the performance of this Contract and provide such records upon request by TSB.

# L. Invoicing

- 1. Invoicing shall only be made for trips that are completed. Cancelled trips, under the provisions of this Contract shall not be invoiced.
- 2. The TSB must not be held responsible for any expenses in excess of the bid rate in those instances where a coach is rejected under the provisions of this Contract (See M.2. below) This includes any expenses resulting from the Contractor's having to sub-contract services from other carriers due to rejection of a coach and inability to replace with a proper vehicle.
- 3. Invoicing for each trip should be submitted to the TSB Director of Schools. The Contractor must follow guidelines in the terms and conditions, Purchase Order Releases (Agency Term Contract) section.
- 4. Driver per diem rates for lodging must be approved by TSB and shall be subject to amounts and limitations specified in the current State Comprehensive Travel Regulations.



### M. Inspection

- 1. Drivers are required to do pre/post trip inspections after each trip. In addition, the Contractor shall provide written assurance to TSB that coaches have been inspected annually by the Department of Safety and that all motor coaches and drivers have been entered into the Portal Administrator Accounts Management System (PAAMS).
- 2. TSB reserves the right to inspect the motor coachand driver records for compliance with the specifications listed above, and reserves the right to either approve or reject any motor coach driver for use. In the event a motor coach driver is rejected, TSB will notify the Contractor immediately. Rejected motor coaches must be either repaired or replaced at no additional cost to the State within the period of time defined as reasonable driving time from the Contractor's terminal to the TSB campus. A rejected driver must be replaced with a qualified driver within the period of time defined as reasonable driving time from the Contractor's terminal to the TSB campus.
- 3. Motor coaches identified as unacceptable by the Contractor, driver, TSB, or the Department of Safety must not be used under this Contract until such time as the deficiencies have been corrected, and the unit re-inspected and determined by TSB to meet all specifications. In the event that a motor coach is rejected, the Transportation Coordinator will notify the Contractor and the Contractor shall send another motor coach, which must meet the specifications prior to use.
- 4. If at any time during the term of this Contract, should a previously approved unit become unacceptable, Contractor shall immediately remove the unit from the acceptable list. Any rejected unit must pass inspection as outlined in this section prior to being used in service again.